

The Philadelphia Insurance Company.

NO. 12541.

Whereas, *Byron Son & Co.*

as well in *their* own Name, as for and in the Name and Names of all and every other Person or Persons, to whom the Property hereby insured doth, may, or shall appertain, in part, or in the whole, do make Insurance, and cause *themselves* and them, and every

of them to be insured, in the Sum of *Fourteen Hundred Dollars*

lost or not lost, at and from

Philadelphia to New Orleans

upon all kinds of lawful Goods and Merchandises, laden or to be laden, on board of the good *Ship* called the *St. Louis* whereof is Master for this present voyage *Master* or whosoever else shall go for Master in the said Vessel, or by whatsoever other name or names the said Vessel, or the Master thereof, is or shall be named or called: Beginning the adventure upon the said lawful Goods and Merchandises, from and immediately following the loading thereof, on board of the said Vessel, at *Philadelphia* as aforesaid, and so shall continue and endure, until the said Goods and Merchandises shall be safely landed at *New Orleans* as aforesaid. And it shall and may be lawful for the said Vessel, in her voyage aforesaid, to proceed and sail to, touch, and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accident, without prejudice to this Insurance. Touching the adventures and perils which the Assurers are contented to bear and take upon them in this voyage, they are, of the *Seas, Men of War, Fires, Enemies, Pirates, Rovers, Assailing Thieves, Jettisons, Letters of Mart, and Counter Mart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes, or People, of what Nation, Condition, or quality soever, Barratry of the Master* (unless the Assured be owner of the Vessel) and *Mariners*, and all other perils, losses and misfortunes, which have, or shall come to the hurt, detriment or damage of the said Goods and Merchandises, or any part thereof. And in case of any loss or misfortune, it shall be lawful to and for the Assured, *their* factors, servants, and assigns, (and the said Assured on *their* part agree and engage by *their* factors, servants, or assigns) to sue, labour, and travail for, in and about the defence, safeguard, and recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the charges whereof the Assurers will contribute, according to the rate and quantity of the sum herein insured. And it is agreed by the Assurers, that this Writing or Policy of Insurance, shall be of as much force and effect as the surest Writing or Policy of Assurance heretofore made in any of the UNITED STATES OF AMERICA, or elsewhere. And so, the Assurers are contented, and do hereby bind the Capital Stock, and other Common Property of *THE PHILADELPHIA INSURANCE COMPANY*, to the Assured *themselves, their* executors, administrators, and assigns, for the true performance of the premises, confessing themselves paid the consideration for this Assurance, after the Rate of *Two Per Cent.*

And in case of loss, such loss to be paid in thirty days after proof and adjustment thereof; the amount of the Note given for the Premium, if unpaid, and all sums due to the Company, from the Assured, when such loss becomes due, being first deducted; and all sums coming due, being first paid, or secured to the satisfaction of the Assurers, they discounting interest for anticipated payments.

Provided always, and it is hereby further agreed, That if the said Assured shall have made any other Assurance upon the premises aforesaid, prior in date to this Policy, then the Assurers shall be answerable only for so much as the amount of such prior assurance may be deficient towards fully covering the premises hereby assured, such amount being understood to be the whole sum under-written, without any deduction for the insolvency of all or any of the Underwriters, and that this Policy, so far as the property has been previously insured, shall be considered as null and void to all intents and purposes, and the said Philadelphia Insurance Company shall return the Premium upon so much of the sum by them assured, as they shall be by such prior Assurance exonerated from: And that in case of any Insurance upon the said premises subsequent in date to this Policy, the said Philadelphia Insurance Company shall nevertheless be answerable for the full extent of the sum by them subscribed hereunto, without right to claim contribution from such subsequent Assurers, and shall accordingly be entitled to retain the Premium by them received, in the same manner as if no such subsequent Assurance had been made.

In Testimony whereof, the said PHILADELPHIA INSURANCE COMPANY have caused their common Seal to be affixed to these Presents, in Philadelphia, this *Twenty Sixth* Day of *January* in the Year of our Lord one thousand eight hundred and *forty one*.

MEMORANDA. It is agreed, that Sheet Iron, Tin Plates, Salt, Wheat, Indian Corn, Peas, or any other kind of Grain; Rice, except in Casks; Malt, Bread and Dried Fish, Hides and Skins; Flax, Hemp, and Hempen Yarn; Leaf or Stem Tobacco, whether in Casks or otherwise; Fruit of all kinds, and any other Articles that are perishable in their own nature, are warranted by the Assured free from Average, unless general. All other Goods free from Average under FIVE PER CENT. unless general.

It is further agreed, that if any dispute shall arise, relating to a loss on this POLICY, it shall be referred to three persons mutually chosen by the parties hereto; which three persons shall have power to adjust the same: and any two of them agreeing, their determination shall be obligatory upon both parties.

In all cases of Return Premium, ONE HALF PER CENT. upon the Sum insured, is to be retained by the Assurers. And it is mutually agreed, that no part of the Premium shall be returned or abated, on account of any deviation which shall be made by the Owners or their factors, from the present Voyage.

It is also agreed, that no assignment of this POLICY shall be valid, unless the Premium has been paid, or the Note given therefor is further secured by a previous endorsement of the person or persons for whose benefit said Assignment is intended.

It is further agreed, that in case of capture or detention, the Assured shall not have the right to abandon therefor, unless proof is exhibited of condemnation, or of the continuance of the detention, (by capture or arrest,) for at least ninety days; that the Assured shall not abandon in consequence of the port of destination being blockaded, but the Vessel shall, in such case, have the liberty to proceed to another port not blockaded, and there end the voyage; and in case of Capture or Detention, the Assured renounce all claims against the Assurers for demurrage, Seamen's wages and provisions.

Warranted by the Assured free from any Charge, Damage or Loss, which may arise in consequence of a seizure or detention of the property, for or on account of any illicit or prohibited Trade.

Chas H Baker President

1400 DOLLARS ON GOODS. Valued at the sum insured.